

State of Alabama
Unified Judicial System
Form SM-7 Rev. 6/07

**SMALL CLAIMS
SUMMONS**

Case Number:
43-SM-2023-900656.00

IN THE SMALL CLAIMS COURT OF LEE, ALABAMA

(Name of County)

360 MANAGEMENT, LLC V. HUNTER S MCMICKLE ET AL

Plaintiff

Defendant

Plaintiff's
Home Address
360 MANAGEMENT, LLC
411-B OPELIKA ROAD
AUBURN, AL 36830

Defendant's
Home Address
HUNTER S MCMICKLE
485 PRADO TER
ROSWELL, GA 30075

Plaintiff's Attorney's (if applicable)
Address
SARA GOTTLIEB BRAGDON
PO Drawer 3738
Auburn, AL 36831

TO THE ABOVE NAMED DEFENDANT:

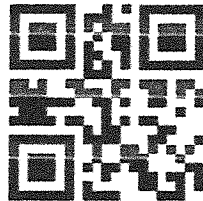
The Statement of Claim (Complaint) which is attached to this summons is important and you must take immediate action to protect your rights. You or your attorney are required to mail or hand deliver a copy of a written answer either admitting or denying each allegation in the Statement of Claim (Complaint) to the plaintiff's attorney(s) shown above or in the attached document. Fill out the enclosed answer form and deliver or mail it to the court clerk.

This answer must be mailed or delivered within 14 days after this summons and Statement of Claim (Complaint) were delivered to you or a judgment by default may be entered against you for the money or other things demanded in the Statement of Claim (Complaint). You must also file the original of your answer with the clerk of this court.

INSTRUCTIONS TO SHERIFF, CONSTABLE OR PROCESS SERVER

- ☒ To any sheriff or any person authorized by Rule 4 of the Alabama Rules of Civil Procedure: You are hereby commanded to serve this summons and a copy of the Statement of Claim (Complaint) in this action upon defendant(s).
- ☐ This service by certified mail of this summons is initiated upon the written request of _____

5/11/2023 10:03:58 AM
Date



/s MARY B. ROBERSON

Clerk
Clerk Address:
2311 GATEWAY DRIVE
ROOM 104
OPELIKA, AL 36801

RETURN ON SERVICE:

☐ Certified mail return receipt in this office on (Date) _____ (Return Receipt hereto attached)

☐ I certify that I personally delivered a copy of the summons and Statement of Claim (Complaint) to _____

in _____, Alabama on (Date) _____
(Name of County)

Date

Server Signature

Server Address

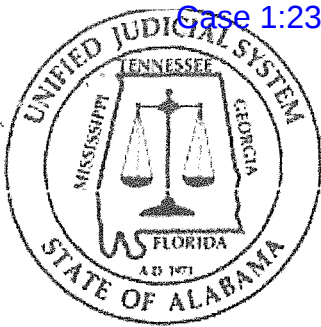
Title of Process Server

Server's Telephone Number

Server Email

SERVICE RETURN COPY





AlaFile E-Notice

43-SM-2023-900656.00

To: HUNTER S MCMICKLE
485 PRADO TER
ROSWELL, GA, 30075

NOTICE OF ELECTRONIC FILING

IN THE SMALL CLAIMS COURT OF LEE COUNTY, ALABAMA

360 MANAGEMENT, LLC V. HUNTER S MCMICKLE ET AL
43-SM-2023-900656.00

The following complaint was FILED on 5/11/2023 10:03:58 AM

Notice Date: 5/11/2023 10:03:58 AM

MARY B. ROBERSON
CIRCUIT COURT CLERK
LEE COUNTY, ALABAMA
2311 GATEWAY DRIVE
ROOM 104
OPELIKA, AL, 36801

334-737-3526

State of Alabama
Unified Judicial System
Form SM-7 Rev. 6/07

**SMALL CLAIMS
SUMMONS**

Case Number:
43-SM-2023-900656.00

IN THE SMALL CLAIMS COURT OF LEE, ALABAMA

(Name of County)

360 MANAGEMENT, LLC V. HUNTER S MCMICKLE ET AL

Plaintiff

Defendant

Plaintiff's

Home Address

360 MANAGEMENT, LLC
411-B OPELIKA ROAD
AUBURN, AL 36830

Defendant's

Home Address

HUNTER S MCMICKLE
485 PRADO TER
ROSWELL, GA 30075

Plaintiff's Attorney's (if applicable)
Address

SARA GOTTLIEB BRAGDON
PO Drawer 3738
Auburn, AL 36831

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☐ This service by certified mail of this summons is initiated upon the written request of _____

5/11/2023 10:03:58 AM

Date

/s MARY B. ROBERSON

Clerk

Clerk Address:

2311 GATEWAY DRIVE
ROOM 104
OPELIKA, AL 36801

RETURN ON SERVICE:

☐ Certified mail return receipt in this office on (Date) _____ (Return Receipt hereto attached)

☐ I certify that I personally delivered a copy of the summons and Statement of Claim (Complaint) to _____

in _____, Alabama on (Date) _____
(Name of County)

Date

Server Signature

Server Address

Title of Process Server

Server's Telephone Number

Server Email

STATEMENT OF CLAIM
(Complaint)
General

Cas
43-1

ELECTRONICALLY FILED
05/11/2023 10:03 AM
43-SM-2023-900656.00
DISTRICT COURT OF
LEE COUNTY, ALABAMA
MARY B. ROBERSON, CLERK

IN THE SMALL CLAIMS COURT OF LEE

(Name of County)

360 MANAGEMENT, LLC

v. HUNTER S MCMICKLE ET AL

Plaintiff

Defendant

Plaintiff's

Home Address

360 MANAGEMENT, LLC
411-B OPELIKA ROAD
AUBURN, AL 36830

Defendant's

Home Address

HUNTER S MCMICKLE
485 PRADO TER
ROSWELL, GA 30075

SCOTT S MCMICKLE
485 PRADO TER
ROSWELL, GA 30075

THOMAS J PHILLIPS
13470 NEW PROVIDENCE ROAD
ALPHARETTA, GA 30004

DAVID M PHILLIPS
13470 NEW PROVIDENCE ROAD
ALPHARETTA, GA 30004

Plaintiff's Attorney's

Address

SARA GOTTLIEB BRAGDON
PO Drawer 3738
Auburn, AL 36831

ALVA M JONES
3828 RAINFOREST CIRCLE
NORCROSS, GA 30092

BEN POWERS
2033 DOOMAR DRIVE
TALLAHASSEE, FL 32308

NOTICE TO EACH DEFENDANT - READ CAREFULLY

YOU ARE BEING SUED IN THE SMALL CLAIMS COURT BY THE PLAINTIFF(S) SHOWN ABOVE. THE JUDGE HAS NOT YET MADE ANY DECISION IN THIS CASE, AND YOU HAVE THE RIGHT TO A TRIAL TO TELL YOUR SIDE.

HOWEVER, IF YOU, OR YOUR LAWYER, FAIL TO FILL OUT THE ENCLOSED ANSWER FORM AND DELIVER OR MAIL IT TO THE CLERK AT THE ADDRESS SHOWN BELOW, SO THAT IT WILL GET TO THE CLERK'S OFFICE WITHIN FOURTEEN (14) DAYS AFTER YOU RECEIVE THESE PAPERS, A JUDGMENT CAN BE TAKEN AGAINST YOU FOR THE MONEY OR PROPERTY DEMANDED IN THE FOLLOWING COMPLAINT, ONCE A JUDGMENT HAS BEEN ENTERED AGAINST YOU, YOUR PAYCHECK CAN BE GARNISHED AND/OR YOUR HOME OR PROPERTY SOLD TO SATISFY THAT JUDGMENT.

COMPLAINT

1. I claim the defendant owes the plaintiff the sum of \$ 1502.00 because:

Painting, Carpet cleaning, maintenance and cleaning beyond normal wear and tear.

2. Plaintiff also claims from the defendant court costs in the sum of \$ 226.00 (see note below, plus \$ for interest and \$ 500.67 for lawyers' fees (only if plaintiff is represented by a licensed, practicing attorney and if the contract or note you signed so provides.)

NOTE: The total amount of court costs may be more than this amount when the case is finally settled. The clerk will inform you of any additional costs at the close of the case.

CLERK'S ADDRESS:

MARY B. ROBERSON
2311 GATEWAY DRIVE
ROOM 104
OPELIKA, AL 36801

/s/ SARA GOTTLIEB BRAGDON

Plaintiff or Plaintiff's Attorney (Signature)

Attorney Code GOT004

3348870884

Plaintiff or Plaintiff's Attorney's Phone Number

Clerk's Phone No. 334-737-3526

Date of Filing 05/11/2023

(See instructions on the Back)

IN THE SMALL CLAIMS COURT OF LEE COUNTY, ALABAMA

360 MANAGEMENT, LLC,

Plaintiff,

2023-SM-_____

HUNTER S. McMICKLE,
SCOTT S. McMICKLE,
THOMAS J. PHILLIPS,
DAVID M. PHILLIPS,
BEN POWERS,
ALVA M. JONES

Defendants.

COMPLAINT

NOW COMES the Plaintiff, 360 Management, LLC, by and through its attorney, Sara G. Bragdon, Akridge & Balch, P.C., and complains against the Defendants as follows:

1. The Plaintiff, **360 MANAGEMENT, LLC**, is an Alabama Limited Liability company conducting business in Lee County, Alabama.
2. The Defendants, **HUNTER S. MCMICKLE** is currently a resident of Fulton County, Georgia, **SCOTT S. MCMICKLE** is currently a resident of Fulton County, Georgia, **THOMAS J. PHILLIPS** is currently a resident of Fulton County, Georgia, **DAVID M. PHILLIPS** is currently a resident of Fulton County, Georgia, **BEN POWERS** is currently a resident of Leon County, Florida, **ALVA M. JONES** is currently a resident of Gwinnett County, Georgia and are over the age of 19.
3. On or about the 3rd day of May, 2021, the Defendants entered into a binding lease agreement with the Plaintiff. The term of the leasing period was from August 1, 2021 through July 31, 2022. See attached Exhibit A

4. Under the terms of the Lease contract, the Defendants promised to pay the principal sum of Twenty-Five Thousand Five Hundred and 00/100 Dollars (\$25,500.00) payable in monthly installments of Two Thousand One Hundred twenty-five and 00/100 Dollars (\$2,125.00).

5. The Defendants are in breach of said Lease for painting, carpet cleaning, maintenance and cleaning beyond normal wear and tear.

6. The Defendant owes to the Plaintiff One Thousand Five Hundred Two and 00/100 Dollars (\$1,502.00), as evidenced by the ledger, painting, carpet cleaning, maintenance and cleaning beyond normal wear and tear. **See attached Exhibit B.** Additionally, the Plaintiff is requesting reasonable attorney's fees and court costs, per the terms of the lease.

WHEREFORE, THE PREMISES CONSIDERED, the Plaintiff demands judgment against the Defendant in the sum of One Thousand Five Hundred Two and 00/100 Dollars (\$1,502.00) painting, carpet cleaning, maintenance and cleaning beyond normal wear and tear, Five Hundred and 67/100 Dollars (\$500.67) for reasonable attorney fees, Six Hundred and 00/100 Dollars (\$600.00) for costs and expenses, plus court cost and accrued interest according to the terms of the Lease contract, and for such other and further relief to which Plaintiffs may be entitled.

Dated: May 11, 2023

/s/ Sara G. Bragdon
SARA G. BRAGDON (GOT004)
AKRIDGE & BALCH, P.C.
852 N. Dean Road, Suite 100
P.O. Drawer 3738
Auburn, Alabama 37831
P: 334-887-0884
F: 888-615-9185

**Please personally serve the Defendant
at the following address:**

**Hunter S. McMickle
485 Prado Ter
Roswell, GA 30075**

**Scott S. McMickle
485 Prado Ter
Roswell, GA 30075**

**Thomas J. Phillips
13470 New Providence Road
Alpharetta, GA 30004**

**David M. Phillips
13470 New Providence Road
Alpharetta, GA 30004**

**Alva M. Jones
3828 Rainforest Circle
Norcross, GA 30092**

**Ben Powers
2033 Doomar Drive
Tallahassee, FL 32308**



360 Management, LLC

411-B Opelika Rd. • Auburn, AL 36830
(334) 887-3606

1. Residency and Financials

1.1 PARTIES AND OCCUPANTS

This Lease Contract is between you, the undersigned resident(s) (Hereinafter collectively referred to as "Lessee" or "Tenant") and Co-Signer(s). No other relationship exists or is implied by the parties signing this lease:

Occupant(s)/Lessee(s)

Hunter McMickle, Jake Phillips, Zachary Bridges, Ben Powers, Alva Jones

Co-Signer(s)

Raymond Powers, Alva M. Jones, Louis C. Bridges, Scott S. mcmickle, David M. Phillips

and us, the owner/agent (hereinafter referred to as "Lessor" or "Manager" or "Landlord");

360 Management, LLC

That in consideration of the representations made in the application filed by the Lessee and the conditions and covenants herein set forth, the Lessor hereby leases to the Lessee the premises as described herein and upon the terms and conditions hereinafter set forth.

518 N Ross
Auburn, AL 36830

The Premises shall be used as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner/agent listed.

The Lessee agrees that the Premises are to be used solely as a residential dwelling and occupied only by those specifically named in this Lease, or minors named in the lease application. The number of occupants must comply with all laws and city ordinances. All adult occupants must complete a rental application. If any other person resides with the Lessee without prior written authorization from the Lessor, the Lessor may treat the same as an Event of Default and move to evict.

1.2 LEASE DURATION

The term of this Lease (hereinafter the "Lease Term" or "Term") shall be from: 08/01/2021 and end on 07/31/2022. If lease is not renewed, Lessor must vacate the premises on 07/31/2022.

1.3 NOTICES

Any notice to Lessor shall be delivered to 360 Management, LLC, 411-B Opelika Road, Auburn, Alabama 36830, who is acting as manager and agent for the owner of the Premises.

1.4 RENTS AND CHARGES

The Lessee agrees to pay the Lessor a total rental of \$25,500.00 for the Lease Term, (hereinafter the "Rent") payable as described in below.

is due for the first month of the Lease Term on or before Lease Start Date. The Rent shall then be paid in monthly installments of \$2,125.00 to be due and payable, respectively on the first day of each month thereafter. Rent shall be paid as one single payment, and Lessor shall not be required to accept payment for less than the monthly Rent due. For example, in the event of multiple persons occupying the Premises, there must be a single payment for the Rent, not separate payments for each person's proportionate share of the Rent. Payment must be made in full for each payment period, and shall be made payable and delivered to 360 Management, LLC, 411-B Opelika Road, Auburn, Alabama, 36830. **NO CASH is accepted for rent.** Rent may be paid by check or money order. If Lessee's Tenant Portal is activated, on-line payment via credit card or e-check will be possible. **Lessor will not bill Lessee. Note when rent is due and comply to avoid penalty fees.**

1.5 LATE CHARGES/RETURNED CHECKS

Rent will be considered late if received after 5:00 PM on the fifth (5th) of each month. In the event that the total monthly Rent installment is not received by the fifth (5th) of each month, a late fee of **Ten Percent (10%) of total monthly Rent** shall be assessed and added to the balance due. If the Lessor is given a check/online payment which is not honored on presentation for any reason whatsoever, Lessee agrees

to pay a bad check charge of Fifty (\$50) dollars in addition to any other costs or fees incurred by the Lessor as a result of the returned check. In the event that any check is returned for non-sufficient funds, the Lessee shall pay the remaining installments of Rent by certified check or money order. Access your Tenant Portal for information on charges and account status.

1.6 JOINT AND SEVERAL LIABILITY

This is a joint and several obligation. Where there is more than one Lessee, each shall be jointly and severally liable for the total payment of the Rent or any account charges. Default of the payment of Rent, damages, or any other event of default by any Lessee shall be deemed a default by all.

1.7 SECURITY DEPOSIT

At the time of the execution of this Lease, Lessee has deposited with Lessor a security deposit in the amount of \$2,080.00 (herein the "Security Deposit"). This Security Deposit is to be held by Lessor as a guarantee for the full and faithful performance of all the terms and conditions of the Lease by the Lessee. **This Security Deposit is not a rental payment.** In the event of any violation of the terms of this Lease by the Lessee, this Security Deposit, or a portion thereof, may be retained by the Lessor as partial liquidated damages, as further explained herein.

1.8 SECURITY DEPOSIT RETURN

The Security Deposit less the Carpet Cleaning Fee, where applicable, will be returned to the Lessee within Sixty (60) days after the termination or expiration of this Lease, and any renewal thereof, **provided Lessee shall have made all such payments and performed all such covenants and agreements imposed upon Lessee.** The Lessor shall provide Lessee with an itemized accounting of all deductions from the Security Deposit. In the event that the charges imposed to cure any breach of the covenants or agreements imposed by this Lease are greater than the amount of the Security Deposit, the Lessee shall be jointly and severally responsible for such overage. **The Lessee shall notify the Lessor of the address and telephone number and provide a self addressed stamped envelope where Lessee can be reached after the termination of this Lease.** If the Lessee fails to provide such information, the Security Deposit may be mailed to the Lessee at the address of the Premises: and Ninety (90) days after the termination or expiration of the Lease, Lessee will be deemed to have relinquished its right to the Security Deposit. Nothing in this paragraph shall be deemed to limit the amount of any claim, demand, or cause of action of Lessor against the Lessee under the provisions of this Lease. **The conditions for the return of the Security Deposit less Carpet Cleaning Fee shall include, but not be limited to, the Lessor's satisfaction of the following:**

1) There is no damage to carpet beyond normal wear and tear, and that there are no permanent stains, tears, etc. in the carpet. Lessee acknowledges that the carpet will be professionally cleaned on or about the time Lessee takes occupancy. **Upon vacating, 360 Management, LLC will arrange for all carpets to be professionally cleaned. The fee will be deducted from the security deposit at the following rates:**

- 1 & 2 Rooms with carpet - \$140

- 3 & 4 Rooms with carpet- \$200

- 5+ Rooms with carpet - \$285

2) The full Term of Lease has expired and all monies due are paid in full.

3) There is no damage beyond normal wear and tear to Premises, furniture, appliances, window coverings, etc.

4) The entire Premises, including appliances, fans, baseboards, bathroom(s), windows and coverings, closets, cabinets (fronts & interiors), walls and floors, as well as storage or garage areas are clean.

5) There are no stickers, scratches, or holes on walls, ceilings, cabinets, appliances, windows or plumbing fixtures.

6) That there are no unpaid charges, rental amounts or late fees.

7) That all keys and parking permits are returned.

8) That all debris, rubbish and discards are placed in proper rubbish containers.

9) That there are no offensive or noxious odors existing on or about the Premises. It is Lessee's duty to have foul or offensive odors and/or the source of the odors eliminated. If Lessor is required to have the Premises cleaned, fumigated, carpet and/or pad replaced, etc., the Lessee shall be responsible for such charges.

10) That all missing or non-functioning light bulbs are replaced. If a fixture has multiple bulbs, all are to be the same type and wattage.

11) That all fixtures must be in place and in working order including light fixtures, smoke detectors, towel and shower rods, blinds and any item provided for the use and convenience of tenant during the lease term.

12) That no breach of the Lease and/or Rules and Regulations has occurred.

Roommates will decide how they want to share cleaning responsibilities. Any charges will be deducted equally among Lessee(s)' security deposit for failure to meet any of the conditions listed above to the satisfaction of the Lessor.

360 Management, LLC will not inspect unit until all tenants have vacated and returned all keys to the unit.

1.9 UTILITIES/SERVICES

Lessee shall pay all utility bills that are not provided by Lessor for said Premises when and as the same severally become due, making all required deposits with the appropriate utility companies, unless specifically included as part of the Rent. Lessee shall have all utilities connected on the first day of the lease Term, and is **responsible for ensuring that the utilities remain on through the entire Term of the Lease**. The Lessee will be charged a \$100.00 reconnect fee by the Manager, plus any temporary fees, reconnect fees, and the cost of utilities charged by the utility companies for the utility to be turned back on during the Lease Term. Lessee is responsible for leaving the thermostat of the Premises at a minimum of 55 degrees, and Lessee is responsible for disconnecting all garden hoses from outside faucets at any time they will be away from the Premises during the winter season or when outside temperatures designate.

The following services are included in the rent:

Basic Lawn Maintenance and Exterior Pest Control - Quarterly

1.10 ASSIGNMENT AND SUBLEASING

Lessee(s) shall not assign this Agreement, or sublet or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. Consent by Landlord to one such assignment, subletting or license shall not be deemed to be a consent to any subsequent assignment, subletting or license. An assignment, subletting or license without the prior written consent of Landlord or an assignment or subletting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement and start the eviction process of all Tenant(s) and occupants.

If subletting is approved by the Landlord, a one-time fee of **FIVE HUNDRED DOLLARS (\$500.00) PER SUBLET**, is assigned to the lease. All subletting individuals are required to submit an application to the Landlord for evaluation and screening. Landlord reserves the right to reject any sublessee that does qualify. If any sublets are initiated by Tenant(s) without the prior written consent of the Landlord, for each individual sublet, Tenant(s) will be assigned and responsible for the subletting fee, for each sublet, spanning the entire term of this Agreement. **If the lease is in the first term, the Lessee may be charged the cost of rekeying the unit.**

By initialing below, you acknowledge and agree to the terms in Section 1.

X SWM
Scott S. McMickle

X HSM
Hunter McMickle

X LCB
Louis C. Bridges

X AMJ
Alva Jones

X BP
Ben Powers

X REP
Raymond Powers

X AMJ
Alva M. Jones

X DMP
David M. Phillips

X JP
Jake Phillips

X ZRB
Zachary Bridges

2. Policies and Procedures

2.1 PERSONAL PROPERTY

Lessee understands the Lessor is not liable for Lessee's personal property, and the Lessee agrees that it is the responsibility of the Lessee to maintain his or her own **renter's fire and liability insurance** on personal property, furniture, clothes and valuables in and surrounding the Premises, and the Lessor shall have no liability with respect to the same whether such items be damaged by fire, water, negligence, acts of God, taken by theft, lost or otherwise.

2.2 VEHICLES & PARKING

Cars, bicycles, scooters, motorcycles or any other item regarded as a "vehicle" shall not be allowed to obstruct the driveways, sidewalks, entry passages, stairs or halls. Particular parking spaces are not guaranteed as a condition of this Lease. Lessee agrees to abide and agrees to ensure all Lessee's guests and family members are informed and abide by all normal parking regulations and in particular not to double park, park in fire lanes, obstruct the flow of traffic, park in prohibited areas, park on landscaped areas or otherwise not abide by parking provisions enacted from time to time. In the event parking decals shall be required. Lessee agrees to display such decals as instructed. Lessee agrees that for such violation of any reasonable parking regulations in force from time to time, including failure to display the decal, Lessee's vehicle and the vehicles of Lessee's guests may be subject to being towed or immobilized at the Lessee's expense, or to fines that may be enacted by the Lessor from time to time. In the event a parking decal is lost or destroyed, Lessee will be charged twenty-five (\$25) dollars for its replacement. Any vehicle causing property damage, such as parking on the grass, will be towed with the highest priority. All vehicles parked in the parking area by the Lessee shall be operable, including tires, bear a current license plate, and shall have a current parking permit if required. The Lessor shall give to the Lessee three (3) days notice to remove any inoperable vehicles. If the Lessee fails to remove the vehicle the Lessor shall remove it at the Lessee's expense. It is expressly prohibited to work on or repair an automobile or motorcycle or any other type vehicle anywhere on the Premises or property surrounding the Premises. No boats, trailers, campers, mobile homes, large trucks, tractors, or vehicles with excess of 4 wheels are allowed on the Premises or property surrounding the Premises without the express written consent of the Lessor.

2.3 NO PET POLICY

NO PETS means you may not have a pet in or around the premises whether you own the pet, a parent owns the pet, a friend owns the pet or it is just visiting the property.

I/We the undersigned, understand that the property we are leasing does not allow pets **unless specifically arranged for in writing and made part of this lease by an ADDENDUM and payment of associated PET FEES. NO EXCEPTIONS.** Many property owners do not want animals living in or on their property. If a pet is found in or around the premises, the following may, at the discretion of the Landlord occur:

- 1) The entire security deposit held on the unit may be forfeited.
- 2) The total rent for the lease term may become due and payable.
- 3) Eviction procedures may be initiated.
- 4) All damages done by the pet will be the responsibility of the undersigned in addition to items 1 & 2 above.
- 5) The pet/animal must be removed from the premises.
- 6) upon finding an unapproved pet on premises, **each Lessee will be fined \$100 per pet due and payable immediately. An additional \$100 per Lessee per pet per day will be assessed for each day a pet remains on the property.**
- 7) Lessee must have the premises professionally treated for fleas by a licensed exterminator; carpet cleaned by a company approved by Lessor as part of remedy and after removal. This will be done at Lessee's expense.

2.4 NUISANCES

The Lessee agrees to comply with all the laws and ordinances of the municipality in which the Premises is located in regard to nuisances insofar as the Premises and the streets allow, and the Premises of the Lessee around the same are concerned. Should the Lessee, its family or guests, fail to maintain a standard of behavior consistent with consideration necessary to provide reasonable peace and quiet to other residents, such as being boisterous or disorderly, creating undue noise, discharging of firearms on the property, disturbance or nuisance of any nature or kind, such shall be considered an Event of Default.

2.5 SECURITY

Lessee agrees and acknowledges that the Lessor shall have no duty to provide security to the Lessee, or any guest, invitee, or property of the Lessee for the Premises, or any complex to which the Premises is a part. Lessee shall look solely to the appropriate law enforcement agency for any and all security protection. Lessee shall report any suspicious activities or persons seen around the Premises to the local law enforcement agency. Lessor does not assume any obligations for any loss or damage to any items of personal property of the Lessee which may occur in or about the Premises. Lessee is encouraged to carry appropriate insurance for such losses.

2.6 AMENITIES

It is agreed that any recreational facilities available to the Lessee, such as neighborhood pool, spas, volleyball, tennis or basketball courts, are there for the convenience of the Lessee, and Lessee uses same at his own risk.

2.7 RULES & REGULATIONS

The Premises and all property surrounding the Premises, are subject to additional Rules and Regulations, which are made part of and expressly incorporated into this Lease. The Lessee agrees to observe faithfully all Rules & Regulations imposed by the Lessor as may be amended from time to time.

By initialing below, you acknowledge and agree to the terms in Section 2.

X <u>SSM</u> Scott S. McMickle	X <u>HSM</u> Hunter McMickle	X <u>LCB</u> Louis C. Bridges	X <u>AMJ</u> Alva Jones
X <u>BP</u> Ben Powers	X <u>REP</u> Raymond Powers	X <u>AMJ</u> Alva M. Jones	X <u>DMP</u> David M. Phillips
X <u>JP</u> Jake Phillips	X <u>ZRB</u> Zachary Bridges		

3. Responsibilities

3.1 EXAMINATION AND CARE OF PREMISES

Other than the habitability of the Property, neither Lessor nor its agents have made any representations with respect to the Premises, land, appurtenances, improvements, fixtures, or appliances located in the Premises except as expressly set forth in this Agreement. Other than as expressly provided in this Agreement, no representation, statement or warranty, express or implied, in fact or in law, has been made by or on behalf of the Lessor as to the title, nature, and condition of the Premises. **Lessee has examined the Premises and Lessee is responsible for returning a completed Premises Move-In Inspection Sheet to Lessor within three (3) days of occupancy to document condition of the Premises.** The taking of possession of the Premises by Lessee shall be conclusive evidence that the Lessee accepts the Premises "as is" and that the Premises were in good condition at the time possession was taken.

Lessee shall be responsible for caring for the Premises both as required by this Lease as well as complying with the requirements of the Alabama Residential Landlord and Tenant Act. Lessee hereby acknowledges the good condition of the Premises at the beginning of the Term and Lessee's acceptance of this Lease is conclusive evidence that the Premises are in good and satisfactory condition.

3.2 STRUCTURAL DAMAGES & REPAIRS

A. If the Premises is damaged or destroyed by fire or casualty NOT caused by the Lessee to an extent that enjoyment of the Premises is substantially impaired, the Lessee may:

(i.) immediately vacate the Premises and notify the Lessor in writing within 14 days thereafter of the Lessee's intention to terminate the lease, in which case the Lease terminates as of the date of vacating; OR

(ii.) if continued occupancy is lawful, vacate any part of the Premises rendered unusable by the fire or casualty, in which case the Lessee's liability for Rent is reduced in proportion to the diminution in the fair rental value of the Premises.

B. Structural Alterations - Lessee will make no material alteration to Premises without written consent of Landlord. Any repairs that are required to correct any alterations made by Lessee will be at the expense of Lessee. This is applicable to the grounds and any structure of the leased premises. This applies to the unlawful removal of smoke detectors.

C. Tenant is expressly instructed to report any issues with the premises that may require repair upon first notice of such issue. Failure to do so can accelerate damage to the property and will be viewed by Manager as willful neglect and result in charges for repairs bill to Tenant.

3.3 HVAC

Lessee shall be responsible for the **monthly** changing of the HVAC filters in the Premises. Damages caused to the system because of clogged filters that require repair will be charged to the Tenant.

3.4 ACCESS TO PREMISES

Per Alabama Tenant Landlord Law: Lessor, its agents, representatives, and employees, at all reasonable times and with proper notice, may enter said Premises for the purposes of (1) inspection thereof; (2) making repairs, replacements, alterations, or additions to said Premises; (3) exhibiting the Premises to prospective lessees, purchasers, or other persons, and displaying "For Rent" signs on the Premises; and (4) accessing Lessor's other property, to decorate, remodel, alter, and otherwise prepare the property for re-occupancy, and any entry by or on behalf of the Lessor shall not be or constitute an eviction, partial eviction, or deprivation of any right of Lessee, and shall not alter the obligations of the Lessee hereunder or create any right in Lessee adverse to the interest of Lessor. Rent shall not abate in any manner during any permitted entry. In the event of emergency, Lessor, its agents, representatives, and employees may enter the Premises without the consent of the Lessee. **NOTE: If a maintenance request is submitted to Manager by Lessee, said submission is considered notice to Lessee that the Premises will be entered to address the request as soon as possible. Likewise, if Lessee gives notice of non-renewal, manager has permission to show the Premises to prospective tenants during normal business hours with proper notice.**

By initialing below, you acknowledge and agree to the terms in Section 3.

X SWM
Scott S. McMickle

X HSM
Hunter McMickle

X LCB
Louis C. Bridges

X AMJ
Alva Jones

X BP
Ben Powers

X REP
Raymond Powers

X AMJ
Alva M. Jones

X DMP
David M. Phillips

X JP
Jake Phillips

X ZRB
Zachary Bridges

4. General Clauses

4.1 MILITARY CLAUSE

Pursuant to the Service Members Civil Relief Act (SCRA), the Lessee may terminate this Lease by written notice of termination to the Lessor, accompanied by a copy of the service member's call to active duty military orders. Termination shall be effective thirty (30) days after the first date on which the next rental payment is due and payable after the date on which the termination notice was delivered. In the case of any other leases described in the SCRA, termination of the lease is effective on the last day of the month following the month in which the notice was delivered.

4.2 DEFAULT

- Events of Default** - The happening of any one or more of the following listed events (hereinafter referred to as "Event of Default") shall constitute a breach of this Lease and the Lessor shall have the right to terminate this Lease or take any action provided for in this Agreement or allowed by law: (i) If Lessee shall default in observing, performing or keeping any term, provision, covenant or condition of this Agreement or any Rule or Regulation established by Lessor; (ii) If Lessee fails to pay any payment of Rent or other amount that may be due under the terms of this Lease; (iii) If Lessee vacates or otherwise abandons the Premises for a period of more than fourteen (14) days without prior notice to the Lessor.
- Lessor's Rights** - (i) Upon the happening of any Event of Default, Lessor, if it shall elect, may collect each installment of Rent hereunder as and when the same matures, may accelerate the payment of the Rent due hereunder so that the same is due and payable immediately by Lessee, may terminate this Lease without further liability to the Lessee hereunder, or may terminate the Lessee's right to possession and occupancy of the Premises without terminating the Lease. Lessor's right of election of any of the foregoing, once exercised, shall not prohibit the election of another or different remedy at a later date. (ii) If Lessor shall elect to terminate Lessee's right to possession only, without terminating the Term of the Lease, Lessor at its option may enter into the Premises, remove Lessee's property and other evidences of tenancy, and take and hold possession thereof, without such entry and possession terminating the

Term of this Lease or otherwise releasing Lessee in whole or in part from all of its obligation, including, but not limited to, the obligation to pay the Rent and expenses herein reserved for the full Term hereof.

3. *Remedies, Default & Waiver* - Lessee agrees that all remedies herein given to Lessor including all those not set forth but provided by law, shall be cumulative, and the exercise of one or more of such remedies by Lessor shall not exclude the exercise of any other lawful remedy, nor shall any waiver by Lessor, express or implied, or any breach of any term, covenant or condition hereof be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition hereof. Remedies will be cumulative for all parties involved in correction and may be monetary. Failure of Lessor to declare any Default upon occurrence thereof or to insist upon strict performance, or delay in taking action with respect thereto, shall not waive such Default, but Lessor shall have the right to declare such Default at anytime and take such action as may be authorized hereunder, at law or equity, or otherwise.

4.3 RENEWAL & HOLDOVER

Lessee acknowledges that its rights under this Lease expire at the end of the Term. Lease renewal is at sole discretion of LESSOR. Such Renewal or extension as negotiated must be completed 180 days prior to the expiration of Lease Term. If the Lease is not renewed by this time, Manager shall assume that the Lessee shall not renew the Lease, and may secure a new Lease on the Premises which will begin immediately upon expiration of the current Term. Prior to end of term, it is the Lessee's responsibility to turn in all keys and parking passes, as well as forwarding information and a legal size self-addressed stamped envelope at the inspection.

4.4 VENUE

The parties agree that should any cause of action be commenced by any party that is a part of this Lease, the proper venue for any such cause of action shall be Lee County, Alabama.

4.5 SEVERABILITY

This Lease is intended to fully comply, and shall be governed by, the Alabama Uniform Residential Landlord and Tenant Act (Code of Alabama § 35-9A-101, et seq. as may be amended from time to time) (the "Act") in all aspects, and is not intended to waive any rights that either Party may have under said Act. In the event that any section, clause, sentence, word or provision of this Lease or the application thereof to any party or circumstances shall, to any extent, be or become found by a court of competent jurisdiction to be contrary to law or void as against public policy or otherwise, such section, clause, sentence, word or provision shall be either modified to conform to law consistent with the intent of this Lease or considered severable, with the remaining provisions hereof continuing in full force and effect.

4.6 FORCE MAJEURE

Anything in this Lease to the contrary notwithstanding, Lessor shall not be deemed in default with respect to the delivery of actual possession or quiet enjoyment of the leased Premises, nor shall Lessor be deemed in default in the performance of any of the terms, covenants, provisions or condition of this Lease to be performed by Lessor if any failure of Lessor's performance shall be due to fire, storm, flood, rain, freeze, ice storm, earthquake, accidents, explosion, civil commotion, war, terrorist operations, invasions, rebellion, hostilities, military or usurped power, sabotage, governmental regulations, statutes, laws, ordinances or controls, labor unrest, picketing, strikes, walkouts, lockouts, windstorm, inability to obtain any material or service, power outage or act of God, or any other cause whatsoever beyond the reasonable control of the Lessor and Lessor shall incur no liability damages or monetary penalties or obligation in any of such causes.

4.7 ENTIRE AGREEMENT

This Lease and the addenda, if any, attached hereto, as well as the Rules and Regulations, set forth all covenants, promises, conditions and understandings between the Lessor and the Lessee concerning the Premises, and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than as herein set forth. No modification or limitation or extension of any condition of this Lease will be binding unless in writing and signed by the Lessor and the Lessee. The Lessor's failure to take advantage of, or the time taken to enforce, any Event of Default of the Lessee shall not be construed as a waiver thereof, nor shall any custom or practice that may grow up between the parties in the course of administering this instrument be construed to waive or to lessen the right of the Lessor to insist upon the provisions hereof.

4.8 ACKNOWLEDGEMENT

Lessee hereby acknowledges that he or she has read this entire agreement and the rental application. Lessee understands that the Rules and Regulations may be amended from time to time and are for the purpose of protecting the Premises and providing the safety and well being of all occupants of the Premises and property surround the Premises, and affirms that Lessee will, in all respect, comply with the terms and provisions of this Lease. Lessee acknowledges that this Lease is a legal document and is intended to be enforceable against Lessee in accordance with its terms and conditions.

By initialing below, you acknowledge and agree to the terms in Section 4.

X SSM
Scott S. McMickle

X HSM
Hunter McMickle

X LCB
Louis C. Bridges

X AMJ
Alva Jones

X BP
Ben Powers

X REP
Raymond Powers

X AMJ
Alva M. Jones

X DMP
David M. Phillips

X JP
Jake Phillips

X ZRB
Zachary Bridges

5. Rules & Regulations

5.1 NOTICE

All requests or complaints shall be made to the 360 Management, LLC at 411-B Opelika Road, Auburn, Alabama 36830. Residents shall give immediate notice to the Manager of any broken water pipes or damage of any kind to the Premises. Failure to do so will result in Lessee being responsible for repair expense.

5.2 YARDS

It is the obligation and responsibility of the occupants to keep their yards free of litter, their grass and shrubs watered and mowed/trimmed, and their walkways and parking areas swept. If it becomes necessary for Landlord to have trash, litter or garbage removed from the premises or to have the grass and shrubs mowed/trimmed, there will be a minimum charge of \$75.00 to Tenant. Where Lawn Maintenance is listed as an included service in section 1.9, Lessee will still be responsible for keeping yards free of trash, litter & garbage.

5.3 PARKING AREAS

Vehicles should be locked at all times and parked in a reasonable manner to facilitate parking for all. The parking areas shall not be used for any boats, campers, trucks over one-half (1/2) ton, or any vehicles needing repair or inoperable vehicles.

5.4 GARBAGE

Garbage should be bagged and removed from the Premises frequently. Garbage pick-up is supplied by public or private collection. No garbage should remain on entrance landings at any time. Garbage should be kept in closed containers. Refer to Section 5.2 for non compliance penalty.

5.5 PEST CONTROL

The preventive control of insects, rodents and other pests is the responsibility of the Lessee. Premises should be kept clean to prevent such pests. Pest Control is not provided by Manager unless specifically added to lease with an addendum.

5.6 ODORS

THE PREMISES IS NON-SMOKING. Any foul or offensive odors found in the Premises will be the Lessee's responsibility to have brought back to natural state. If Manager needs to have the Premises cleaned, fumigated, repainted, carpet and/or padding replaced, etc. it will become the financial responsibility of the Lessee.

5.7 UNIT INTERIOR

No nails, tacks, or screws shall be affixed into the walls, ceilings, or woodwork of any units (inside or outside) without the Manager's approval. The hanging of pictures, etc. shall be accomplished by means which do not cause damage or spots on the walls. Tenant is discouraged from mounting curtain rods in the walls. The Lessee is completely responsible for any damage to sheetrock caused by hanging window treatments or pictures.

5.8 PROHIBITED ITEMS

At no point are the following permitted in the residence: dangerous substances, unlicensed firearms and dangerous weapons, drug paraphernalia, motorcycles or scooters inside the buildings.

5.9 FLAMMABLE MATERIALS/EXPLOSIVES

Storage of kerosene, gas, butane or other flammable or explosive agents is prohibited. Alcohol products and charcoal lighters shall not be stored near stove, furnace or water heaters, and such items must be stored outside.

5.10 SALES SOLICITATION

No sales (auction, yard sales or otherwise) are permitted on the Premises or the property in which the Premises is a part. Likewise, solicitors are not permitted. Please notify Manager immediately of any solicitation on the property.

5.11 OUTDOOR COOKING

If permitted at your property, charcoal, electric and gas (LP) burning grills are the only types of grills permitted. They must be kept in a neat and clean manner; grease spots and smoke damage, whether it is inside or outside, will be charged to Lessee. All grills **MUST** be pulled away from the building while in use. The cost of repairing damages to any structure will be charged to the Lessee.

5.12 GENERAL CONDUCT

All Lessees are expected to respect the rights of others. No Lessee or guest shall make or be permitted to make any disturbing noises on the Premises or any property in which the Premises is a part, nor shall Lessees or guests do anything that interferes with the rights, comforts and conveniences of other residences. Noise (music or otherwise) shall be maintained at a reasonable level at all times. Loud or bothersome music will likewise not be tolerated. Intoxicated, loud or boisterous persons will likewise not be tolerated. Guests are the responsibility of the Lessee visited, including any damages done to the Premises or property in which the Premises is a portion by any guest.

5.13 SMOKE DETECTORS/FIRE EXTINGUISHERS

Lessee agrees to never disconnect smoke detectors and to routinely check and promptly report to Lessor any problems with any smoke detector. Lessee is responsible for checking and replacing batteries in smoke detectors. Lessee will be charged for a replacement when smoke detector has been damaged or removed from its original location.

Where fire extinguishers are provided, Lessee agrees to promptly report to Manager any use of the fire extinguisher in the property. Upon taking occupancy of the property, Lessee will notify Manager if a discharged fire extinguisher is found in the property. Lessee will pay for servicing all discharged fire extinguishers during the term of this lease, including all damages caused by such discharge by Lessee or guests NOT in the event of a fire.

5.14 LOCKS & KEYS

The Manager may retain passkeys to each Premise. No Lessee shall alter the lock or install a different lock on ANY door, interior or exterior, or add locks without the Manager's approval. With approval, Lessee will provide Lessor with 5 keys to a new lock. Locks changed without prior approval OR failure to return all keys will result in all locks on the Premises being re-keyed at tenant expense. If you lock yourself out of your leased Premises and the Manager unlocks your door or provides a temporary key after normal office hours, a \$75.00 "lock-out fee" will be charged and collected at time service is rendered.

5.15 DAMAGES & REPAIRS

Any damages found upon moving into the Premises should be noted on the Move-In Inspection form provided by Landlord and turned into the Manager within three (3) days. It is strongly recommended that the Lessee take dated photos of the premises at Move-In. Please be aware that the following things are usually a result of Lessee neglect or abuse and may be charged to Tenant:

- a) blockage of sinks, bathtubs, toilets and disposals in above ground pipes
- b) carpet stains and water damage to flooring
- c) service calls on heating/cooling system and clothes dryer as a result of filters and vents not being kept clean
- d) changing interior and/or exterior light bulbs
- e) unnecessary service calls
- f) providing smoke detector batteries or re-attaching smoke detectors

g) replacement or repair of window blinds

If the toilet overflows, it is the responsibility of the Lessee to immediately stop the flow of water. The shutoff valve for the toilets is the small silver handle located below the tank on the wall. The Lessee agrees to contact the Manager immediately when water has flowed onto the floor and carpet to prevent any permanent damage. Sinks, toilets, tubs and disposals shall be used only for the purposes for which they were designed.

5.16 CLEANING

Lessee is expected to keep the Premises neat and clean at all times. The Manager reserves the right to inspect and demand cleanliness. If it becomes necessary for the Premises to be cleaned and a professional cleaning service is hired, the Lessee will be responsible for paying for this service. At lease expiration or moving from the Premises for any reason, management will complete an inspection. A cleaning list of what is expected is available upon request from the Manager. Failure to clean the Premises properly will result in charges against the Security Deposit. Upon termination of the Lease or date of inspection by the Manager, the Premises are to be in a condition not inferior to that at the time the Lease commenced.

5.17 SATELLITE OR ANTENNAS

Tenants **MAY NOT** have a satellite dish installed on the leased premises within view from the curb/street. **NO SATELLITE** dishes may be mounted to the roof or any part of the dwelling structure. No radio wires, antennas, other aerials or other objects whatsoever shall be attached to the roof or exterior of the dwelling. **NO EXCEPTIONS.** Tenant is responsible for all damage to dwelling and unauthorized dish installations will be removed from the property **WITH NO FURTHER NOTICE TO TENANT.**

5.18 ABANDONMENT BY TENANT/LESSEE

The unexplained absence of the Lessee from the property for a period of 14 or more days after default in payment of rent will be construed as abandonment of the Property. If Lessee abandons the property, Lessor has the right to enter without further notice, take possession and market for a new lease. If Lessee has utilities disconnected for any reason, this will constitute abandonment and willful neglect of lease responsibility. From the date utilities are turned off by cancellation or otherwise, it will be presumed that the Tenant has abandoned the property and Landlord may enter and take possession.

5.19 ENFORCEMENT

Failure of the Lessor to insist upon strict performance of any of the covenants, Rules and Regulations or conditions of this Lease or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment of any such covenants, conditions or options, but the same shall be and remain in full force and effect.

Lessor reserves the right to make and enforce such other reasonable Rules and Regulations as in its judgment may be deemed necessary or advisable from time to time to promote the safety, care and cleanliness of the Premises and for the preservation of good order therein. Lessee does agree to obey all Rules and Regulations promulgated by the Manager and/or owners of the Premises and agrees that a violation of said Rules and Regulations will be deemed an Event of Default as contemplated in the Lease.

By initialing below, you acknowledge and agree to the terms in Section 5.

X SWM
Scott S. McMickle

X HSM
Hunter McMickle

X LCB
Louis C. Bridges

X AMJ
Alva Jones

X BP
Ben Powers

X REP
Raymond Powers

X AMJ
Alva M. Jones

X DMP
David M. Phillips

X JP
Jake Phillips

X ZRB
Zachary Bridges

360 Management, LLC

411-B Opelika Rd. • Auburn, AL 36830
(334) 887-3606



6. Bed Bug Addendum

6.1 POLICY & PROCEDURE

The goal of this addendum is to protect the quality of the rented unit's environment from the effects of bed bugs by providing sufficient information and instructions. It is also the goal of the addendum to clearly set forth the responsibilities of each of the parties to the rental agreement.

- 1) Lessee acknowledges the Lessor will inspect the unit prior to occupancy and is not aware of any bed bug infestation.
- 2) Lessee agrees that all furnishings and personal properties that will be moved into the premises will be free of bed bugs.
- 3) Provided origination of infestation is from Lessee's unit, any infestation of bed bugs that develops or is reported after occupancy date will be remedied at Lessee's expense. Lessee is not responsible for remedies if infestation is from an adjoining unit.

6.2 PREVENTION & CONTROL

Lessee hereby agrees to prevent and control possible infestation by adhering to the responsibilities below:

- 1) Check for hitch-hiking bugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes and personal belongings for signs of bed bugs before re-entering your unit. Check backpacks, shoes and clothing after using public transportation. After guests visit, make sure to inspect beds, bedding and upholstered furniture for signs of bed bug infestation.
- 2) Lessee shall report any problems immediately to Lessor. Bed bugs multiply quickly. Infestations may spread to other units.
- 3) Lessee shall cooperate with pest control efforts. If your unit or a neighbor's unit is infested, a pest management specialist will be called in to eradicate the problem. Your unit must be properly prepared for treatment. Lessee must comply with recommendations and requests from the pest management specialist prior to treatment including but not limited to:
 - a) Placing all bedding, drapes, curtains and small rugs in bags for transport to laundry or dry cleaners.
 - b) Heavily infested mattresses must be sealed in plastic and disposed of properly.
 - c) Empty dressers, night stands and closets. Remove all items from floors: bag all clothing, shoes, boxes, toys, etc. Bag and tightly seal washable and non-washable items separately. Used bags must be disposed of properly.
 - d) Vacuum all flooring. Vacuum all furniture including inside of drawers. Vacuum mattresses and box springs. Carefully remove vacuum bags sealing them tightly in plastic and properly discard.
 - e) Wash all machine-washable bedding, drapes, clothing, etc. on the hottest water temperature and dry on the highest heat setting. Take other items to the dry cleaner making sure to inform the dry cleaner that the items are infested with bed bugs. Discard any items that cannot be decontaminated.
 - f) Move furniture toward the center of the room so that the technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Closets must be empty and doors open.

6.3 EXPENSES & LIABILITY

Provided origination of infestation is from Lessee's unit, Lessee agrees to reimburse the Lessor for expenses including but not limited to pest management fees that Lessor incurs for infestation remedy in adjoining units as well as their own unit. Lessee is not responsible for remedies if infestation originated in an adjoining unit. Lessee agrees to hold the Lessor harmless from any actions, claims, losses, damages and expenses that may incur as a result of a bed bug infestation. It is acknowledged that the Lessor shall not be liable for any loss of personal property of the Lessee as a result of an infestation of bed bugs. Lessee agrees to have personal property insurance to cover such losses.

By signing below, you acknowledge and agree to the terms in Section 6.

X scott mcnicke

Co-signer

IP Address: 64.94.12.254
05/14/2021 12:57pm CDT

X Zachary Bridges

Lessee

IP Address: 174.223.131.184
05/21/2021 03:10pm CDT

X Hunter Scott mcnicke

Lessee

IP Address: 174.208.224.40
05/16/2021 09:56am CDT

X Louis Bridges

Co-signer

IP Address: 174.223.131.184
05/21/2021 03:18pm CDT

X Ben Powers

Lessee

IP Address: 107.77.235.58
05/19/2021 04:36pm CDT

X Alva Merle Jones iii

Lessee

IP Address: 107.77.234.11
05/25/2021 01:26pm CDT

X Eric Powers

Co-signer

IP Address: 170.249.159.226
05/20/2021 03:28pm CDT

X Alva Merle Jones Jr

Co-signer

IP Address: 68.252.223.193
06/01/2021 09:48pm CDT

X Thomas Jake Phillips

Lessee

IP Address: 67.191.212.227
05/21/2021 09:39am CDT

X David M Phillips

Co-signer

IP Address: 67.191.212.227
06/03/2021 06:54pm CDT

360 Management, LLC

411-B Opelika Rd. • Auburn, AL 36830
(334) 887-3606



7. Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

7.1 LEAD WARNING STATEMENT

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

7.2 LESSOR'S DISCLOSURE

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based Paint hazards are present in the housing (explain)

(ii) ☒ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents).

(ii) ☒ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

7.3 LESSEE'S ACKNOWLEDGEMENT

(a) _____ Lessee has received copies of all information listed above.

(b) ☒ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

7.4 CERTIFICATE OF ACCURACY

360 Management, LLC, and Hunter McMickle, Jake Phillips, Zachary Bridges, Ben Powers, Alva Jones Raymond Powers, Alva M. Jones, Louis C. Bridges, Scott S. McMickle, David M. Phillips have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate

By signing below, you acknowledge and agree to the terms in Section 7.

X scott mcnickle

Co-signer

IP Address: 64.94.12.254
05/14/2021 12:57pm CDT

X Zachary Bridges

Lessee

IP Address: 174.223.131.184
05/21/2021 03:19pm CDT

X Hunter Scott mcnickle

Lessee

IP Address: 174.208.224.40
05/16/2021 09:56am CDT

X Louis Bridges

Co-signer

IP Address: 174.223.131.184
05/21/2021 03:19pm CDT

X Ben Powers

Lessee

IP Address: 107.77.235.58
05/19/2021 04:36pm CDT

X Alva Merle Jones iii

Lessee

IP Address: 107.77.234.11
05/25/2021 01:27pm CDT

X Eric Powers

Co-signer

IP Address: 170.249.159.226
05/20/2021 03:28pm CDT

X Alva Merle Jones Jr

Co-signer

IP Address: 68.252.223.193
06/01/2021 09:48pm CDT

X Thomas Jake Phillips

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IP Address: 67.191.212.227
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X David M Phillips

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IP Address: 67.191.212.227
06/03/2021 06:54pm CDT

360 Management, LLC

411-B Opelika Rd. • Auburn, AL 36830
(334) 887-3606

360^{mi}

8. Mold & Mildew Addendum

8.1 PREVENTION & CONTROL

Mold is found virtually everywhere in our environment – both indoor and outdoor and in both new and old structures. When moisture is present, mold can grow. Therefore, the best way to avoid problems related to mold is to prevent moisture buildup in the apartment. This is particularly important in certain more humid climates and, as a general matter, in any climate during those times of the year when outdoor temperatures and humidity levels are high. Because mold occurs naturally and can grow almost anywhere, Landlord cannot guarantee Tenant(s) that the apartment is, or ever will be, a “mold-free environment”. There is much a Tenant(s) can and should do within the apartment to reduce the possibility of mold growth, including the following:

- When doors and windows are closed, keep the air conditioning on “Auto” or “On” at all times. When doors or windows are open, turn the air conditioner “Off”. To the extent possible, keep windows and doors closed in damp or rainy weather conditions to avoid moisture entering the apartment. Maintain a general temperature of 68° F to 73° F in the winter and 72° F to 76° F in the summer. Do not block or cover any heating/ventilation/air-conditioning diffusers, grilles and/or thermostats with furniture, wall hangings, etc.
- Wipe down and dry countertops, windows, windowsills, and air conditioning grilles when moisture condenses on these surfaces. Do not over-water houseplants and clean up spills immediately. All potted plants must have a secondary container under the primary container to collect water.
- Use the exhaust fan when bathing/showering and, if applicable, keep the shower curtain inside the tub and/or fully close the shower door. When finished bathing/ showering, leave the bathroom door open, and allow the exhaust fan to run, until all moisture on the mirrors, bathroom walls and tile surfaces has evaporated. Hang up towels and bathmats to dry completely.
- Dry any excess moisture on bath/shower and sink fixtures. Periodically clean and dry the walls around the bathtub and shower using a household cleaner.
- Use the kitchen exhaust fan when cooking on the stovetop, particularly when boiling water or other liquids.
- Dry any condensation that gathers in the laundry closet. Use the dryer to dry most laundry. Use drying racks in well-ventilated areas and, if possible, use a fan to circulate the air. Ensure that the dryer vent is properly connected and clear of any obstructions. Clean the dryer lint filter after every use.

8.2 ACKNOWLEDGEMENT

Tenant(s) acknowledges and agrees that if Tenant(s) fails to take steps necessary to prevent or reduce moisture from building up in the apartment or fails to maintain the apartment in a clean condition, Tenant(s) will be creating an environment that could result in mold growth. Tenant(s) agrees to notify Landlord immediately of any sign of a water leak, excessive or persistent moisture or any condensation sources in the apartment or in any storage room or garage leased to Tenant(s), any stains, discoloration, mold growth or musty odor in any of such areas, any malfunction of the heating or air-conditioning system, or any cracked or broken windows.

TENANT(S) ACKNOWLEDGES AND AGREES THAT LANDLORD WILL NOT BE RESPONSIBLE FOR DAMAGES OR LOSSES DUE TO MOLD GROWTH TO THE EXTENT SUCH CONDITIONS HAVE RESULTED FROM THE ACTS OR OMISSIONS OF TENANT(S), OR IF TENANT HAS FAILED TO IMMEDIATELY NOTIFY LANDLORD OF ANY OF THE CONDITIONS DESCRIBED IN THIS ADDENDUM, AND TENANT WILL REIMBURSE LANDLORD FOR ANY DAMAGE TO THE APARTMENT RESULTING FROM TENANT’S ACTS OR OMISSIONS OR FROM TENANT’S FAILURE TO NOTIFY LANDLORD OF SUCH CONDITIONS.

Tenant(s) agrees to cooperate fully with Landlord in Landlord’s efforts to investigate and correct any conditions that could result in, or have resulted in, mold growth, including, without limitation, upon Landlord’s request, vacating the apartment for such time as necessary to allow for any investigation and corrective action deemed necessary by Landlord.

Tenant(s) warrants that Tenant(s) has/have reviewed and understands their obligations under this Addendum.

In the event of a conflict between the terms of the Lease and this Addendum, the terms of this Addendum shall control.

Failure by the Tenant(s) to follow the contents of this addendum, failure to report any suspicions of mold, or failure to cooperate with Landlord’s attempts at remediation shall constitute a breach of the Lease.

By signing below, you acknowledge and agree to the terms in Section 8.

X scott mcnicke

Co-signer IP Address: 64.94.12.254
05/14/2021 12:58pm CDT

X Zachary Bridges

Lessee IP Address: 174.223.131.184
05/21/2021 03:10pm CDT

X Hunter Scott mcnicke

Lessee IP Address: 174.208.224.40
05/16/2021 09:56am CDT

X Louis Bridges

Co-signer IP Address: 174.223.131.184
05/21/2021 03:19pm CDT

X Ben Powers

Lessee IP Address: 107.77.235.58
05/19/2021 04:36pm CDT

X Alva Merle Jones iii

Lessee IP Address: 107.77.234.11
05/25/2021 01:27pm CDT

X Eric Powers

Co-signer IP Address: 170.249.159.226
05/20/2021 03:28pm CDT

X Alva Merle Jones Jr

Co-signer IP Address: 68.252.223.193
06/01/2021 09:48pm CDT

X Thomas Jake Phillips

Lessee IP Address: 67.191.212.227
05/21/2021 09:39am CDT

X David M Phillips

Co-signer IP Address: 67.191.212.227
06/03/2021 06:54pm CDT

360 Management, LLC

411-B Opelika Rd. • Auburn, AL 36830
(334) 887-3606



9. Renter's Insurance

9.1 POLICY

360 Management, LLC requires all Tenants to obtain renters insurance for their personal belongings, personal injuries occurring in the leased premises, and/or other damages that might occur. Your renters insurance should provide you with coverage for:

- Loss, damage, or destruction of your property in case of fire, smoke damage, water escape from toilets, tubs, or water heaters, frozen pipes, roof leaks, theft, vandalism, etc;
- Additional living expenses you could incur if the leased premises becomes uninhabitable;
- Liability claims resulting from your own activities. For example: if you or your guest were to cause a fire or flood, you may be held responsible for the damage of the property of others, including the Landlord/Property Owner. Similarly if a guest has an accident in your leased premises, you could be held personally responsible for the person's injuries.

Renter's Insurance is an inexpensive form of protection. We never realize the value of our furniture, electronic equipment, clothes, jewelry, etc. until they are lost. If you do not have renters insurance as indicated above, you will need consult with an insurance agent immediately to review your personal needs.

9.2 PROOF OF INSURANCE

Documentation of Renter's Insurance that includes the Insurance Company, Agent Name and Policy Number, must be provided on or before the Lease start date.

By signing below, you acknowledge and agree to the terms in Section 9.

X scott mcnicke

Co-signer

IP Address: 64.94.12.254
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X Zachary Bridges

Lessee

IP Address: 174.223.131.184
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Lessee

IP Address: 67.191.212.227
05/21/2021 09:39am CDT

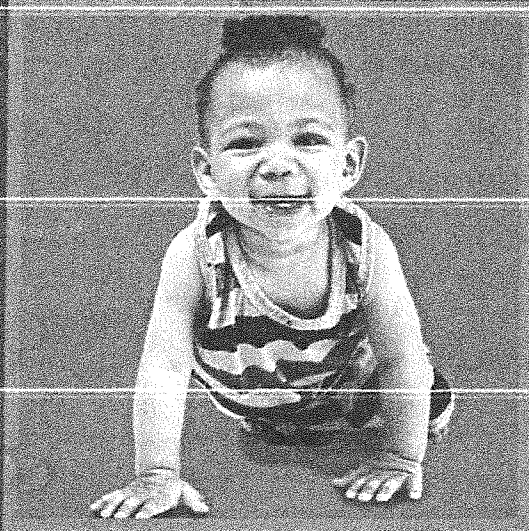
X David M Phillips

Co-signer

IP Address: 67.191.212.227
06/03/2021 06:54pm CDT



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have lead-based paint? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](https://www.epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium.
- Remove shoes or wipe soil off shoes before entering your house.

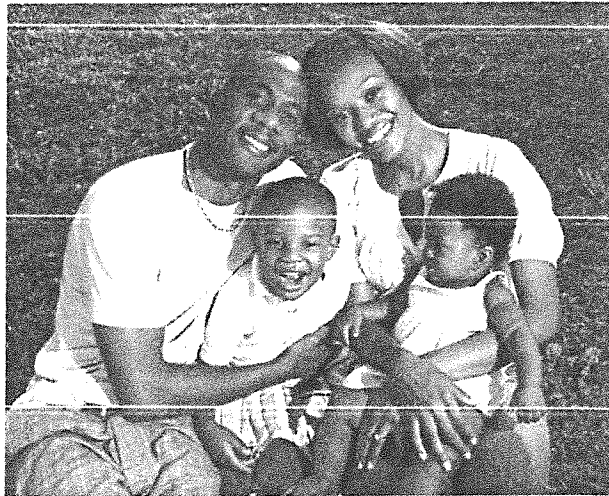
Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

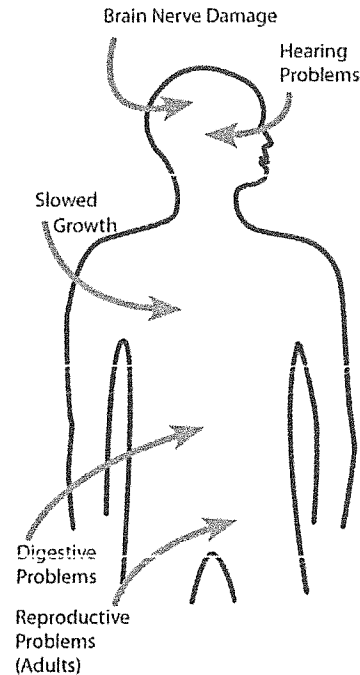
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

While paint, dust, and soil are the most common sources of lead, other lead sources also exist:

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

Call your local health department or water supplier to find out about testing your water, or visit [epa.gov/lead](https://www.epa.gov/lead) for EPA's lead in drinking water information.

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

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IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

360 Management, LLC

411-B Opelika Rd. • Auburn, AL 36830
(334) 887-3606360th

10

Lead_Base_Paint_-_Pamphlet.pdf

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06/03/2021 06:54pm CDT

360 Management, LLC

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(334) 887-3606360th

11. Sign and Accept

11.1 ACCEPTANCE OF LEASE

Lessee hereby acknowledges that he or she has read this entire agreement and the rental application. Lessee understands that the Rules and Regulations may be amended from time to time and are for the purpose of protecting the Premises and providing the safety and well being of all occupants of the Premises and property surrounding the Premises, and affirms that Lessee will, in all respect, comply with the terms and provisions of this Lease. Lessee acknowledges that this Lease is a legal document and is intended to be enforceable against Lessee in accordance with its terms and conditions. This is a legally binding document.

If signing electronically, by typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda.

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05/14/2021 12:58pm CDTX Louis BridgesCo-signer IP Address: 174.223.131.184
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06/03/2021 06:54pm CDTX Thomas Jake PhillipsLessee IP Address: 67.191.212.227
05/21/2021 09:39am CDTX Ann S CauseyLessor IP Address: 35.135.149.30
06/04/2021 10:12am CDTX Zachary BridgesLessee IP Address: 174.223.131.184
05/21/2021 03:11pm CDT



Tenant Ledger

Tenants: Hunter McMickle, Jake Phillips, Zachary Bridges, Ben Powers, Alva Jones

Phone: (678) 756-7789

Unit: --

Property: Ross 518 - 518 N Ross Auburn, AL 36830

Status: Past

Move in date: 05/14/2021

Move out date: 07/31/2022

Lease Expiration: 07/31/2022

Rent: 2,125.00

Deposit Paid: 0.00

Date	Payer	Description	Charges	Payments	Balance
Starting Balance					0.00
01/01/2021	Hunter McMickle	Payment (Reference #22324) Security Deposit - Transferred from First Realty - Powers & Bridges		832.00	-832.00
01/12/2021		Mgmt Held Security Deposits - Move In Charge: Mgmt Held Security Deposits	2,080.00		1,248.00
05/03/2021	Zachary Bridges	ACH Payment (Reference #D179-D660)		104.00	1,144.00
05/06/2021	Hunter McMickle	Credit Card Payment (Reference #8CB7-ED30)		588.13	555.87
05/06/2021	Alva Jones	Credit Card Payment (Reference #59B8-28B0)		32.26	523.61
05/06/2021	Alva Jones	Credit Card Payment (Reference #59C3-A210)		555.87	-32.26
05/12/2021	Ben Powers	ACH Payment (Reference #7237-74C0)		264.26	-296.52
05/12/2021	Zachary Bridges	ACH Payment (Reference #CBBB-4650)		160.26	-456.78
05/13/2021	Jake Phillips	Credit Card Payment (Reference #857C-27E0)		620.59	-1,077.37
05/13/2021	Alva Jones	Credit Card Payment (Reference #B61C-23A0)		38.14	-1,115.51
05/13/2021	Zachary Bridges	ACH Payment (Reference #A29F-A050)		92.11	-1,207.62
05/14/2021		Rent Income - Move In Charge: Rent Income	1,207.62		0.00
05/31/2021	Zachary Bridges	ACH Payment (Reference #3983-30C0)		465.00	-465.00
05/31/2021	Jake Phillips	ACH Payment (Reference #AE8A-C080)		340.00	-805.00
06/01/2021		Rent Income - June 2021	2,080.00		1,275.00
06/01/2021	Ben Powers	ACH Payment (Reference #7106-BC40)		465.00	810.00
06/07/2021	Hunter McMickle	ACH Payment (Reference #91D9-EF10)		465.00	345.00
06/14/2021	Alva Jones	Credit Card Payment (Reference #7C12-6690)		345.00	0.00
07/01/2021		Rent Income - July 2021	2,080.00		2,080.00
07/01/2021	Ben Powers	ACH Payment (Reference #EF6E-06C0)		455.00	1,625.00
07/03/2021	Zachary Bridges	ACH Payment (Reference #4C34-E180)		455.00	1,170.00
07/05/2021	Hunter McMickle	ACH Payment (Reference #27C8-3630)		455.00	715.00
07/08/2021	Jake Phillips	ACH Payment (Reference #B291-6F40)		350.00	365.00
07/12/2021	Alva Jones	Credit Card Payment (Reference #062F-A940)		365.00	0.00
08/01/2021		Rent Income - August 2021	2,125.00		2,125.00
08/01/2021	Ben Powers	ACH Payment (Reference #751C-2250)		455.00	1,670.00
08/03/2021	Jake Phillips	ACH Payment (Reference #35F3-87F0)		350.00	1,320.00
08/09/2021	Zachary Bridges	ACH Payment (Reference #A340-9540)		465.00	855.00
08/09/2021	Hunter McMickle	ACH Payment (Reference #FD48-4CA0)		455.00	400.00
08/16/2021	Alva Jones	Credit Card Payment (Reference #E7F3-C640)		375.00	25.00
08/19/2021	Jake Phillips	ACH Payment (Reference #9E3C-0EC0)		10.00	15.00
08/19/2021	Ben Powers	ACH Payment (Reference #857C-5120)		10.00	5.00
08/24/2021	Hunter McMickle	ACH Payment (Reference #8197-BF90)		5.00	0.00
08/30/2021	Zachary Bridges	ACH Payment (Reference #59AE-1F20)		465.00	-465.00

Tenant Ledger

Date	Payer	Description	Charges	Payments	Balance
08/30/2021	Jake Phillips	ACH Payment (Reference #D020-0FB0)		325.00	-790.00
08/30/2021	Jake Phillips	ACH Payment (Reference #5CAA-7360)		45.00	-835.00
09/01/2021		Rent Income - September 2021	2,125.00		1,290.00
09/01/2021	Ben Powers	ACH Payment (Reference #FF12-2A70)		465.00	825.00
09/12/2021	Hunter McMickle	ACH Payment (Reference #D635-E300)		465.00	360.00
09/19/2021	Alva Jones	Credit Card Payment (Reference #7240-7A50)		370.00	-10.00
09/21/2021	Zachary Bridges	ACH Payment (Reference #ED99-65B0)		465.00	-175.00
10/01/2021		Rent Income - October 2021	2,125.00		1,650.00
10/01/2021	Ben Powers	ACH Payment (Reference #9070-F0D0)		465.00	1,185.00
10/05/2021	Jake Phillips	ACH Payment (Reference #7A02-0040)		350.00	835.00
10/13/2021	Alva Jones	Credit Card Payment (Reference #CE99-1280)		370.00	465.00
10/26/2021	Hunter McMickle	ACH Payment (Reference #C1D2-6D40)		465.00	0.00
11/01/2021		Rent Income - November 2021	2,125.00		2,125.00
11/01/2021	Ben Powers	ACH Payment (Reference #2B43-5560)		465.00	1,660.00
11/02/2021	Zachary Bridges	ACH Payment (Reference #2ACF-07C0)		465.00	1,195.00
11/10/2021	Jake Phillips	ACH Payment (Reference #8B79-BB70)		360.00	835.00
11/29/2021	Hunter McMickle	ACH Payment (Reference #6503-88E0)		465.00	370.00
12/01/2021		Rent Income - December 2021	2,125.00		2,495.00
12/01/2021	Ben Powers	ACH Payment (Reference #5E4A-9620)		465.00	2,030.00
12/31/2021	Zachary Bridges	ACH Payment (Reference #A059-6A20)		465.00	1,565.00
01/01/2022		Rent Income - January 2022	2,125.00		3,690.00
01/01/2022	Ben Powers	ACH Payment (Reference #95B8-7E00)		465.00	3,225.00
01/01/2022	Jake Phillips	ACH Payment (Reference #3C33-30C0)		360.00	2,865.00
01/06/2022	Zachary Bridges	ACH Payment (Reference #CE81-C0D0)		465.00	2,400.00
01/07/2022	Hunter McMickle	ACH Payment (Reference #0D07-A1D0)		465.00	1,935.00
01/10/2022	Hunter McMickle	ACH Payment (Reference #3242-4870)		465.00	1,470.00
01/10/2022	Alva Jones	Credit Card Payment (Reference #3835-2360)		1,110.00	360.00
01/11/2022	Jake Phillips	ACH Payment (Reference #836E-B310)		360.00	0.00
02/01/2022		Rent Income - February 2022	2,125.00		2,125.00
02/01/2022	Ben Powers	ACH Payment (Reference #3930-D580)		465.00	1,660.00
02/01/2022	Zachary Bridges	ACH Payment (Reference #9659-F510)		465.00	1,195.00
02/16/2022	Jake Phillips	ACH Payment (Reference #1F93-01D0)		360.00	835.00
02/27/2022	Hunter McMickle	ACH Payment (Reference #39E3-7380)		930.00	-95.00
02/28/2022	Zachary Bridges	ACH Payment (Reference #33CE-B980)		465.00	-560.00
03/01/2022		Rent Income - March 2022	2,125.00		1,565.00
03/01/2022	Ben Powers	ACH Payment (Reference #7ECD-D9B0)		465.00	1,100.00
04/01/2022		Rent Income - April 2022	2,125.00		3,225.00
04/01/2022	Ben Powers	ACH Payment (Reference #1C90-71F0)		465.00	2,760.00
04/01/2022	Jake Phillips	ACH Payment (Reference #663E-D0E0)		350.00	2,410.00
04/16/2022	Zachary Bridges	ACH Payment (Reference #5F13-63E0)		465.00	1,945.00
04/17/2022	Jake Phillips	ACH Payment (Reference #81AA-2000)		370.00	1,575.00
04/22/2022	Hunter McMickle	ACH Payment (Reference #1AF8-1CA0)		465.00	1,110.00
04/24/2022	Alva Jones	Credit Card Payment (Reference #EDC1-03A0)		1,110.00	0.00
04/29/2022	Zachary Bridges	ACH Payment (Reference #96C3-9170)		465.00	-465.00
05/01/2022		Rent Income - May 2022	2,125.00		1,660.00
05/01/2022	Ben Powers	ACH Payment (Reference #A738-D800)		465.00	1,195.00

Tenant Ledger

Date	Payer	Description	Charges	Payments	Balance
05/01/2022	Alva Jones	Credit Card Payment (Reference #BB94-75C0)		370.00	825.00
06/01/2022		Rent Income - June 2022	2,125.00		2,950.00
06/01/2022	Ben Powers	ACH Payment (Reference #272B-1BA0)		465.00	2,485.00
06/06/2022	Jake Phillips	ACH Payment (Reference #E64F-C3C0)		720.00	1,765.00
06/08/2022	Zachary Bridges	ACH Payment (Reference #26BD-8430)		465.00	1,300.00
06/08/2022	Alva Jones	Credit Card Payment (Reference #61D7-FB70)		370.00	930.00
06/20/2022	Hunter McMickle	ACH Payment (Reference #E570-6AC0)		1,395.00	-465.00
07/01/2022		Rent Income - July 2022	2,125.00		1,660.00
07/01/2022	Ben Powers	ACH Payment (Reference #1FD0-3C70)		465.00	1,195.00
07/06/2022	Zachary Bridges	ACH Payment (Reference #52A8-BAD0)		465.00	730.00
07/30/2022	Jake Phillips	ACH Payment (Reference #1EEE-6760)		360.00	370.00
07/31/2022	Alva Jones	Credit Card Payment (Reference #FA81-E660)		370.00	0.00
09/13/2022		Reimbursed Maintenance - Painting throughout	2,150.00		2,150.00
09/13/2022		Reimbursed Maintenance - Extra heavy clean	600.00		2,750.00
09/13/2022		Reimbursed Maintenance - Clean carpets	235.00		2,985.00
09/13/2022		Reimbursed Maintenance - Misc. repairs	597.00		3,582.00
09/13/2022		Mgmt Held Security Deposits - Hunter McMickle, Jake Phillips, Zachary Bridges, Ben Powers, Alva Jones, Ross 518: Transfer of Mgmt Held Security Deposits at Move Out	-2,080.00		1,502.00
Total					1,502.00

State of Alabama

DEFENDANT'S ANSWER

Case Number:

Unified Judicial System

SM-2023-900656.00

Form SM-3-J Rev. 12/17

IN THE SMALL CLAIMS COURT OF

LEE

, ALABAMA

(Name of County)

STYLE

Plaintiff's Home Address

360 MANAGEMENT, LLC

411-B OPELIKA ROAD

AUBURN, AL 36830

Defendant's Home Address

HUNTER S MCMICKLE

485 PRADO TER

ROSWELL, GA 30075

PART I

DEFENDANTS ANSWER TO THE COMPLAINT

Check One:

- A. ☐ I do not live in this county and the suit against me is not for work or labor performed in the county where suit has been filed; thus, I want this case transferred to my home county of _____
- B. ☐ I admit everything in the Statement of Claim and do not want a trial. (This means that you consent to a judgment for the amount claimed plus court costs).
- C. ☐ I admit that I owe some money, but not the total amount claimed by the plaintiff(s). (If this block is checked, the case will be set for trial. Please note that any money paid by you on this claim after the suit was filed may not be reflected on the Statement of Claim which you receive. You should contact the person who has sued you or his/her attorney to determine the present balance which is claimed).
- D. ☐ I deny that I am responsible at all. (If this block is checked, this case will be set for trial).

IF YOU CHECKED "C" OR "D", BRIEFLY EXPLAIN THE REASONS FOR YOUR ANSWER.

Name of Employer

Business Phone Number

Address of Employer

Weekly Take-Home Pay

This will be helpful to the Court, but you are not required to give this information.

Part II. BE SURE TO SIGN THIS FORM BEFORE MAILING.

1. Mail a copy to the Small Claims court at the address below.
2. Keep a copy for your files.
3. Mail a copy to the plaintiff or his/her attorney, if he/she is represented by an attorney, at the address above.

Defendant / Attorney (Signature)

CLERK'S ADDRESS:

MARY B. ROBERSON
2311 GATEWAY DRIVE
ROOM 104
OPELIKA, AL 36801
334-737-3526

Defendant or Defendant's Attorney's Phone Number

Defendant's Address (if different from above)

INSTRUCTIONS TO THE DEFENDANT

1. You MUST fill out (print or type) this form AND deliver or mail a copy of it to the clerk at the address on the front, SO IT WILL ARRIVE AT THE CLERK'S OFFICE WITHIN 14 DAYS AFTER THE STATEMENT OF CLAIM WAS DELIVERED TO YOU. You must complete this form even if you admit you are responsible for part – not all – of what the plaintiff(s) claims.
2. IF YOU CHOOSE TO MAIL THIS FORM TO THE CLERK, YOU SHOULD CHECK WITH THE CLERK'S OFFICE AFTER SEVEN DAYS TO MAKE SURE IT WAS RECEIVED ON TIME. Be sure to refer to your case number. This Answer must be received by the clerk within 14 days from the date it was delivered to you.
3. BE SURE TO KEEP A COPY OF YOUR ANSWER FOR YOURSELF. After it is received by the clerk, you will be sent a notice of the time and place of your trial if you have denied what the plaintiff claims.